

STATE OF CALIFORNIA
Department of REAL ESTATE

CMAS Request For Offer
For Information Technology
Services

OFFER DUE DATE: 12-15-06 OFFER OPENING: 12-18-06	Offers must be delivered to the Department of Real Estate before 5:00PM on the due date		
Supplier name and address: Contact: Phone: Fax:	SOLICITATION NO. _____ REV. # _____ DATE _____	REQUISITION OR CONTROL # _____	For further information contact: Diane Pavey-Bentley Department of Real Estate 916.227.0871 diane_pavey-bentley@dre.ca.gov 2201 Broadway, Sacramento, CA 95818 Ship To: (see below or bid document)
Name (Print): ▶ _____ Title: ▶ _____ Signature: ▶ _____ Date: _____ Federal Employer Identification Number: ▶ _____	Return bid to: Diane Pavey-Bentley Information Systems Section Department of Real Estate 2201 Broadway Sacramento, CA 95818		ARE YOU CLAIMING PREFERENCE AS A SMALL BUSINESS: YES _____ NO _____ IF YES, MANUFACTURER? YES _____ NO _____ ARE YOU A NON-SMALL BUSINESS CLAIMING AT LEAST 25% SMALL BUSINESS SUBCONTRACTOR PREFERENCE? YES _____ NO _____

Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DECLARATIONS UNDER PENALTY OF PERJURY: By signing above, with inclusion of the date of signature, the above signed bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed as complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct.

DESCRIPTION

The purpose of this Request for Offer for Information Technology (IT) Services is to obtain Call Center Integrator Services for the Department of Real Estate's approved Interactive Voice Response Replacement Project (IVR). The services required are identified in the Scope of Work (Exhibit A. IV.).

The following attachments and exhibits are incorporated as part of this Request for Offer for IT Services:

- Attachment A: Requirements, including scope of work, offer details and cost proposal and all attachments
- Attachment B: STD 213 for IT Goods and Services Only, see Section I.F.11 and <http://www.documents.dgs.ca.gov/pd/modellang/std-213.pdf>
- Attachment C: Bidder Instructions (GSPD-451)
- Attachment D: GSPD-401-IT <http://www.pd.dgs.ca.-9gov/modellang/GeneralProvisions.htm>
- Attachment E: Payee Data Record, STD.204
- Attachment F: California Disabled Veteran Business Enterprise Packet
- Attachment G: Bidder Declaration Form
- Exhibit 1: Cover Sheet Example
- Exhibit 2: Cost Sheet
- Exhibit 3: References

Exhibit 4: Proposed CMAS Best Value Selection, Page 1 and Page 2
Exhibit 5: Confidentiality Statement

Request for Offer for Information Technology Services
Offer No. 1002

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Attachment A – Requirements

You are invited to review and respond to this CMAS Request for Offer for IT Services (RFO-ITS), entitled

**Department of Real Estate
Offer No. 1002
Call Center Integrator Services**

In submitting your offer, you must comply with the instructions found herein. The services required are delineated in the Statement of Work. Please read the enclosed document carefully. Mail or deliver one (1) original, three (3) copies and one (1) CD of your response to the DRE Contact below, no later than the date and time specified on the face of this RFO-ITS and in Section 1.D. Key Action Dates.

DRE CONTACT

Diane Pavey-Bentley
Senior Information Systems Analyst
Department of Real Estate
2201 Broadway
Sacramento, Ca 95818
Phone: 916.227.0871 / Fax: 916.227.1328
E-mail: diane_pavey-bentley@dre.ca.gov

I. GENERAL INFORMATION

A. PURPOSE/BACKGROUND

In FY 1998/99 the California Department of Real Estate (DRE) implemented a Call Center with Interactive Voice Response (IVR) capability. With the sustained increase in the licensee population, DRE has been challenged to provide adequate support services including telephone access to information. In order to reduce the number of incoming calls that were overwhelming the Call Center, the DRE implemented a number of program and IT process enhancements during FYs 2003/04 and 2004/05 to provide timely exam and license information via the Internet. Even with these services improvements, the DRE receives approximately 111,000 calls per month while the current phone system supports service for only 42 percent of the calls. In addition, a recent survey identified that 43 percent of callers were highly dissatisfied with the system.

One of the DRE's strategic objectives is to "improve operations and services through the use of automation and technology." To accomplish this objective in the Call Center, DRE proposes to replace the existing Call Center with a system that will:

- Reduce the number of unsatisfied customers from 43 to 15 percent
- Increase the number of calls resolved unattended from 42 to 89 percent, and
- Improve service levels.

The anticipated award date for this solicitation is December 11, 2006. The selected Call Center System Integrator is expected to be available to start work as specified by the State. Call Center System Integrator assistance is pursued for this project specifically to help the State meet its timeframes, and to provide the needed expertise for such a project.

B. AVAILABILITY

The selected Call Center Integrator must be able to meet the requirements of this RFO-ITS and be ready to begin work within fifteen (15) business days of the contract award date specified in Section 1.D. Key Action Dates. If personnel offered by the selected Call Center Integrator leave the Call Center Integrator's firm or are otherwise unable to participate in this contract, they must be replaced with comparably qualified personnel who meet the minimum qualifications as stated within this RFO-ITS and

all CMAS requirements. All replacement personnel are subject to approval, in advance, by the Department of Real Estate.

C. PERIOD OF PERFORMANCE

The period of performance for this Agreement is estimated to start in TBD, the scheduled selection and contract award of the Call Center System Integrator, through the deployment of the Call Center solution, scheduled for TBD.

The Call Center System Integrator shall not be authorized to deliver or commence performance of services as described in this SOW until written approval has been obtained from the DRE. Any delivery or performance of service that is commenced prior to the signing of the Agreement shall be considered voluntary on the part of the Call Center System Integrator.

D. KEY ACTION DATES

Listed below are the key action dates and times by which the actions must be taken or completed. If the State finds it necessary to change any of these dates, it will be accomplished via an addendum to this RFO-ITS.

Key Action Dates	Date
1. Release of RFO-ITS	November 28, 2006
2. Submission of RFO (5:00 p.m. PST)	December 15, 2006
3. Contract Award	December 22, 2006

All dates after the Submission of Offers (date and time) are approximate and may be changed if needed to allow the State additional time for evaluation and contract execution.

E. RFO-ITS RESPONSE GUIDELINES

This RFO-ITS and the Call Center Integrator's Offer in response to this document will be made a part of the contract. Responses to this RFO-ITS must contain all data/information requested and must conform to the format described in this RFO-ITS. The format of the submittals shall be in Microsoft Office 2000. It is the submitting Call Center Integrator's responsibility to provide all required data and any other information deemed necessary for the Department's evaluation team to determine and verify the Call Center Integrator's ability to perform the tasks and activities defined in the Contractor's Statement of Work. **In order for the State to make such a determination, representative samples of documents identified in the evaluation criteria as well as any supporting statements should be submitted as part of the Call Center System Integrator RFO response.**

Upon the RFO response opening, all documents submitted in this RFO will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and subject to review by the public.

F. RFO-ITS RESPONSE CONTENT

The following documents must be submitted in the RFO-ITS response.

1. *Cover Letter – Exhibit 1*

Bidder must complete and attach the cover letter included in this RFO-ITS as Exhibit 1

2. *Cost Worksheet – Exhibit 2*

Bidder must complete the cost worksheet using the format in Exhibit 2, *Cost Sheet*. Proposal costs to this RFO are subject to the Department of General Services' (DGS) Leveraged Procurement Agreement (LPA) dollar limitations for CMAS acquisitions.

3. *References – Exhibit 3*

At least three (3) project references, where the work was of a similar nature and the proposed candidates were involved. Provide the names, emails, and telephone numbers of key contacts at these sites. Project references can be either at the consultant level or Call Center System Integrator company level.

The bidder shall complete one (1) Customer Experience Reference Form, Exhibit 3, for each reference. The descriptions of these projects must be detailed and comprehensive enough to permit the Department to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement.

The Department may contact customer references during the week following submission of Offers to validate the information provided by the bidder and to determine the customer's overall satisfaction with the services provided. Therefore, it may prove beneficial to the bidder to contact its referenced customers to ensure their contact information provided on the Customer Experience Reference Form is up-to-date and that the reference will be available during the period of time that the State will be validating references.

4. *CMAS Contract*

Bidder must provide a copy of its entire CMAS contract, to include pricing schedule per the classifications stated in your response. The entire CMAS contract can be sent via US Postal Service, ground mail, or can be submitted on a CD.

5. *Resumes*

The Call Center Integrator will provide the following information regarding the proposed project team members:

- a. Name and job title
- b. Team role and responsibility
- c. A current, formal resume
- d. Number and size of similar projects each individual has worked on
- e. Past consultant roles on projects of like size and complexity
- f. Specific experience
- g. References

6. *Scope of Work (SOW)* – the Call Center Integrator must submit a response that maps each task/deliverable item back to the SOW, Attachment A.IV., described in this RFO.

- a. Describe how the tasks identified in the SOW, Attachment A.IV., will be performed.
- b. Provide outlines to be produced as deliverables associated with the tasks in the SOW.
- c. Provide a work plan for each task, including a description of subtasks.
- d. Provide additional State and Call Center System Integrator responsibilities not identified in the SOW.

7. *Sample Project Plan*

The Call Center Integrator must submit a comprehensive project plan developed by the Call Center Integrator for a project of similar size and scope. The project plan must have been developed for one of the Call Center Integrator's customer experience references. The Call Center Integrator must also provide an Executive Summary of any implementation changes or issues that altered the final production deployment from that stated in the project plan.

8. *Security and Confidentiality Statement for Vendors/Consultants –Exhibit 5*

The Confidentiality Statement must be signed and dated by the bidder, its employees and subcontractor employees working on this project, and submitted with the bidder's proposal.

9. *Payee Data Record – Attachment E*

The successful bidder will be required to submit a Payee Data Record, STD. Form 204 listing their Taxpayer Identification Number.

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

10. *CA DVBE Requirement - Attachment F*

The bidder must complete Attachment F - California Disabled Veteran Business Enterprise Program Requirement Packet.

11. Bidder Declaration and DVBE Declaration – Attachments G

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration). All disabled veteran owners and disabled veteran managers of the DBVE9s must sign the form(s).

- G. Non-Small Business Subcontractor Preference** - A 5% bid preference is now available to a non-small business claiming 25% California certified small business subcontractor participation. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.
- H. SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES (SB/NVSA)** - SB/NVSA prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference. If applicable, claim the preference in the box on the right hand side of the first page of this solicitation.
- I. SMALL BUSINESS CERTIFICATION** - Bidders claiming the small business preference must be certified by California as a small business or must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted

Small business nonprofit veteran service agencies (SB/NVSA) claiming the small business preference must possess certification by California prior to the day and time bids are due.

Questions regarding certification should be directed to the OSDS at (916) 375-4940.

II. CONTRACT WORK ACCEPTABILITY

A. PERFORMANCE

The Department will be the sole judge of the acceptability of all work performed and all work products produced by the Call Center Integrator as a result of this SOW. Should the work performed or the products produced by the Call Center Integrator fail to meet the Department's conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

1. The Department will notify the Call Center Integrator, in writing, within five (5) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed, and/or the products produced by the Call Center Integrator.
2. The Call Center Integrator will, within five (5) State business days after initial problem notification, respond to the DRE by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Call Center Integrator to respond to the Department's initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the Department shall pay all amounts due to the Call Center Integrator for all work-accepted prior to termination.
3. The Department will, within five (5) State business days after receipt of the Call Center Integrator's detailed explanation and/or proposed corrective action plan, notify the Call Center Integrator, in writing, as to whether it accepts or rejects the explanation and/or plan. If the Department rejects the explanation and/or plan, the Call Center Integrator will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Call Center Integrator to respond to the DRE's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the DRE shall pay all amounts due to the Call Center Integrator for all work that was accepted prior to termination.
4. The Department will, within three (3) State business days of receipt of the revised corrective action plan, notify the Call Center Integrator, in writing, as to whether it accepts or rejects the revised corrective action plan proposed by the Call Center Integrator. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the Department shall pay all amounts due to the Call Center Integrator for all work that was accepted prior to termination.

B. CALL CENTER INTEGRATOR PARAMETERS

The Call Center Integrator will provide the services described by this SOW, subject to the following:

1. At a minimum during normal state business hours (8 a.m. to 5 p.m. Monday through Friday), with the exception of state holidays, and at all other times as required to successfully provide the IT services described by this SOW.
2. The Department reserves the right to amend the Agreement to extend the term with the Call Center Integrator's rates as specified in the resulting Agreement.

C. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that upon discovery of such matters shall be brought immediately to the Department's attention. Problems or issues shall normally be reported in regular status reports. However, there may be instances where the severity of the problems justifies escalated reporting. To this extent, the project manager will determine the level of severity, and notify the appropriate Department personnel. The Department personnel notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The Department personnel include, but are not limited to the following:

1. First level, the Project Manager
2. Second level, the Project Sponsor
3. Third level, the Department Steering Committee

D. UNANTICIPATED TASKS

In the event that additional work must be performed which was unanticipated, and which is not specified in the purchase order or SOW but which, in the opinion of both parties, is necessary to the successful accomplishment of the general scope of work outlined, the DRE must prepare an amendment to the purchase order to include the unanticipated work before the Call Center Integrator can commence with the work.

E. INVOICING AND PAYMENT SCHEDULE

1. Payment shall be based on deliverables prepared by the Call Center Integrator, subject to acceptance by the Department of each deliverable. It shall be the Department's sole determination as to whether a deliverable has been successfully completed and is accepted by the Department. Weekly status reports are not considered deliverables.
2. Invoices shall be detailed and identify costs charged for each deliverable. Invoices may be submitted monthly, in arrears. Invoice(s) shall be due and payable, and payment shall be made only after the Department's acceptance of each deliverable under this Contract. Submit invoices with reference to the Contract/Purchase Order number to:

Department of Real Estate
Attention: Diane Pavay-Bentley
2201 Broadway
Sacramento, CA 95818

3. For each payment, the State proposes the following:
 - a. The State will pay the selected Call Center Integrator a minimum of ninety percent (90%) of the agreed upon payment amount upon successful completion and the DRE acceptance of the deliverables associated with the given project milestone. The additional ten percent (10%) will be paid after project completion.
 - b. In the event the selected Call Center Integrator fails to produce, or the State does not accept, all agreed upon project deliverables associated with the project milestone prior to the specified completion date, the State will withhold payment until all project deliverables associated with the project milestone have been completed and accepted, then the State will pay a minimum of 90% of the agreed upon amount.

F. OTHER CONTRACT CONSIDERATIONS

The Call Center Integrator will act as the prime Contractor under this Agreement. In addition to identifying all personnel proposed to work under this Contract, the Call Center Integrator must also identify its sub-contractor affiliation as applicable. If the sub-Contractor is a California Certified Small Business and/or DVBE, those amounts paid to certified sub-contractors shall be identified on the Call Center Integrator's invoice(s).

G. WORK ON SITE

The Call Center Integrator agrees to perform all work on site at the Department of Real Estate, 2201 Broadway, Sacramento, CA 95819. All Call Center Integrator work shall be accomplished during normal DRE business hours, which are defined as Monday-Friday, 8:00 a.m. to 5:00 p.m., excluding State- and/or Call Center Integrator-recognized holidays.

Call Center Integrator presence at any of the Department district office locations will be negotiated in advance and the State will assume liability for Call Center Integrator travel and per diem not to exceed existing State travel reimbursement costs.

H. TRAVEL

The Department will not pay any additional per diem, travel or overtime expenses beyond the scope of this contract.

III. EVALUATION INFORMATION

A. EVALUATION PROCESS

Each RFO-ITS response will be checked for the presence of requirement information in conformance with the submission requirements of this RFO-ITS. The Department will evaluate each RFO-ITS response to determine its responsiveness to the requirements and select the vendor that provides the overall best value to the Department.

B. EVALUATION CRITERIA

The Department will evaluate each proposal meeting the qualification requirements set forth in this RFO-ITS. Bidders should bear in mind that any proposal that is unrealistic in terms of the technical or schedule commitments, or unrealistically high or low in cost, will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity and risk of the Department's requirements as set forth in this RFO-ITS

As a result of this RFO-ITS, the Department intends to award a contract to the responsible bidder whose response conforms to the RFO-ITS and whose bid presents the best value to the Department, all evaluation criteria considered. The Department may award a contract of higher qualitative competence over the lowest priced response.

The evaluation criteria are presented in Exhibit 4, Proposed CMAS Best Value Selection, at the end of this document.

C. SCORING

Criteria				
Administrative Requirements				
This section is worth a maximum of 10 points.				
	Requirement	Yes	No	N/A
a.	Cover Letter			
b.	Statement of Work			
d.	Customer References from previous projects that are similar in nature to the work outlined in the RFO-ITS			
e.	Signed Confidentiality Statements			
f.	Bidder Declarations			
g.	List of Subcontractors			
h.	All other Administrative requirements, i.e., DVBE, Small Business, etc.			
i.	Proposed cost to perform work in SOW with a separate proposed cost for the component development			
j.	Successful demonstration of experience requirements			
k.	Resume(s) of the proposed analyst(s)			
l.	State references or related experience.			
m.	Timeline for completion of project			
	Well packaged and fully complete submittal			
Possible Score: 10				
Subtotal:				

Staff and References
This section is worth a maximum of 20 points.

Did the vendor's submittal include the following:

- Identification of staff experience and education.
- Does the vendor demonstrate the following experiences for the identified personnel?
 - ✓ The Call Center System Integrator must provide qualified candidates who can complete the identified tasks within the SOW. Candidate resumes must show relevant experience.
 - ✓ The Call Center System Integrator must propose a Call Center Project Manager with a minimum of 5 years experience managing bilingual speech enabled Call Center projects.
 - ✓ The Call Center System Integrator must propose a Call Center Architect with a minimum of 5 years experience working with open, standards based, Call Center platforms that support VoiceXML.
 - ✓ The Call Center System Integrator must propose a Call Center Architect with a minimum of five (5) years experience architecting web based Call Center applications using standard J2EE and .NET design patterns and development tools (e.g. Eclipse or Visual Studio .NET).
 - ✓ The Call Center System Integrator must propose a Call Center Developer(s) with a minimum of five (5) years experience developing web based Call Center applications using standard J2EE and .NET design patterns and programming languages (either Java or C#).
 - ✓ The Call Center System Integrator must propose Call Center Developers with a minimum of five (5) VoiceXML applications that they have developed using C# or Java.
 - ✓ The Call Center System Integrator must propose a Call Center User Interface Designer with a minimum of five (5) years of experience designing user interfaces for speech enabled Call Center application in both English and Spanish.
 - ✓ The Call Center System Integrator must propose a Telephony Architect with a minimum of five (5) years of experience designing and implementing telephony solutions within a State of California Call Center.
 - ✓ The Call Center System Integrator consultants cannot be tied to any particular Call Center platform in order to objectively assess which Call Center Platform Vendor can best meet the DRE functional, technical, implementation, and support requirements.
 - ✓ All proposed Call Center System Integrator consultants must have participated in at least one (1) major State of California Call Center technology project with a budget over \$1,000,000.
 - ✓ All proposed Call Center System Integrator consultants must have knowledge of the following standards: VoiceXML, SRGS, MRCP, CCXML and SCXML.

Possible Score: 20

Subtotal:

Submittal Responsiveness

This section is worth a maximum of 10 points.

Did the vendor's submittal include the following:

- Proposed cost to perform work in the SOW separating out the development component
- Successful demonstration of experience requirements
- Resume(s) of the proposed analyst(s)
- State references or related experience
- Timeline for completion of project
- Well packaged and fully complete submittal

Possible Score: 10

Subtotal:

Technical Response
This section is worth a maximum of 40 points.
Criteria
<p>Did the Call Center Integrator demonstrate an understanding of the requirements analysis process?</p> <p>Did the Call Center System Integrator demonstrate knowledgeable and experienced in the area of open, standards based Call Center technologies?</p> <p>Did the Call Center System Integrator demonstrate that there would be no conflict of interest with respect to an IVR System platform?</p> <p>Did the Call Center System Integrator provide a representative sample of a software design document developed by the integrator for another project?</p> <p>Did the Call Center System Integrator provide a representative sample of the project plan developed by the integrator for a similar project?</p> <p>Did the Call Center System Integrator demonstrate an understanding of project management?</p> <p>Did the Call Center System Integrator acknowledge an understanding of the State telecommunications requirements?</p> <p>Did the Call Center System Integrator provide a representative sample of call flow documentation developed by the integrator for another project?</p> <p>Did the Call Center System Integrator provide a representative sample of a testing plan developed by the integrator for another project?</p> <p>Did the Call Center System Integrator provide a representative sample of a training plan developed by the integrator for another project?</p> <p>Did the Call Center System Integrator describe how the tasks identified in the SOW, Attachment A.IV, will be performed?</p> <p>Did the Call Center System Integrator provide outlines to be produced as deliverables associated with the tasks in the SOW?</p> <p>Did the Call Center System Integrator provide a work plan for each task, including a description of subtasks?</p> <p>Possible Score: 40</p>
Subtotal:

Cost
This section is worth a maximum of 20 points.
Vendors ranked cost* (from lowest to highest)?
*NOTE: Includes 5% SB/DVBE preference.
Possible Score: 20
Subtotal:
Overall Score:

IV. SCOPE OF WORK – (Attachment A)

A. OBJECTIVE

The DRE requires specialized consulting services to provide comprehensive expertise on call center solutions. The Call Center System Integrator will assist the DRE in designing and implementing a new call center solution for the Licensing program. The Call Center System Integrator will be called upon to provide DRE with Independent Verification and Validation (IV&V) oversight of any development mandated outside of the scope of this agreement. The Call Center System Integrator will assist the Department in determining the appropriate system platform and oversee the implementation of the call center solution. The Call Center System Integrator will represent the DRE in any potential third party meetings, discussions, reviews, audits, and engagements relative to this project.

This Scope of Work is for the purchase of Call Center System Integrator consulting services to:

- Document the DRE call center functional, technical, implementation and support requirements.
- Prepare a call center system requirements document that identifies all technical and business requirements.
- Design a comprehensive call center solution that satisfies the Department requirements as established in the feasibility study report and as supplemented by the initial discovery tasks of this project.
- Identify and recommend a call center platform vendor by evaluating hardware and software components available from State contracts that meet the Department requirements. The Call Center System Integrator will provide a detailed analysis of the platforms available through State contracts including, but not limited to, architecture, compatibility, components, costs, DRE agent and technical staffing requirements of each platform, platform ability to address system requirements, and the platform ability to meet FSR requirements.
- Oversee the development, testing, integration, and implementation of the call center solution.
- Identify, separately, the costs and resources for the call center integrator to develop the DRE call center applications on a new call center platform.
- Serve as the Department advocate in various State forums and represent the Department's interest in matters relating to the implementation call center solution with the Department of Technology Services and any State mandated service provider.

Depending upon the State contracting vehicles in place, the Call Center System Integrator may also be designated the responsibility for the development of the customized call center applications.

B. KEY PERSONNEL MINIMUM QUALIFICATIONS

1. The Call Center System Integrator must provide qualified candidates who can complete the identified tasks within the SOW. Candidate resumes must show relevant experience.
2. The Call Center System Integrator must propose a Call Center Project Manager with a minimum of 5 years experience managing bilingual speech enabled Call Center projects.
3. The Call Center System Integrator must propose a Call Center Architect with a minimum of 5 years experience working with open, standards based, Call Center platforms that support VoiceXML.
4. The Call Center System Integrator must propose a Call Center Architect with a minimum of five (5) years experience architecting web based Call Center applications using standard J2EE and .NET design patterns and development tools.
5. The Call Center System Integrator must propose a Call Center Developer(s) with a minimum of five (5) years experience developing web based Call Center applications using standard J2EE and .NET design patterns and programming languages.
6. The Call Center System Integrator must propose Call Center Developers with a minimum of five (5) VoiceXML applications that they have developed using C# or Java.

7. The Call Center System Integrator must propose a Call Center User Interface Designer with a minimum of five (5) years of experience designing user interfaces for speech enabled Call Center application in both English and Spanish.
8. The Call Center System Integrator must propose a Telephony Architect with a minimum of five (5) years of experience designing and implementing telephony solutions within a State of California Call Center.
9. The Call Center System Integrator consultants cannot be tied to any particular Call Center platform in order to objectively assess which Call Center Platform Vendor can best meet the DRE functional, technical, implementation, and support requirements.
10. All proposed Call Center System Integrator consultants must have participated in at least one (1) major State of California Call Center technology project with a budget over \$1,000,000.
11. All proposed Call Center System Integrator consultants must have knowledge of the following standards: VoiceXML, SRGS, MRCP, CCXML and SCXML.

C. STATE RESPONSIBILITIES

1. Provide access to department staff and management, offices and operation areas as required to complete the tasks and activities defined under this Agreement.
2. Designate a person to whom all Call Center System Integrator communication may be addressed and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Call Center System Integrator to ensure understanding of the responsibilities of both parties.
3. Provide information regarding the business structure of the DRE as required by the Call Center System Integrator to provide the services under this SOW. The DRE will provide information as required by the Call Center System Integrator to perform its responsibilities and schedule the availability of the DRE personnel for interviews, as required by the Call Center System Integrator.
4. Provide timely review and approval of the Call Center System Integrator information and documentation provided by the Call Center System Integrator in order for the Call Center System Integrator to perform its obligations under this SOW.

D. WORK STANDARDS

1. All proposals must confirm adherence to the following work standards:
 - a. The bidders will use a standard product that is compatible with Microsoft Office 2000 product suite in the preparation of all project correspondence, reports and deliverables.
 - b. Deliverables will be prepared and submitted to Department following the contractual format and content requirements by their scheduled completion dates. Department personnel and/or the Oversight designee will be responsible for reviewing the deliverable within ten working days from its receipt. Deliverables that do not meet established, contractual requirements will not be reviewed by Department but will be instead returned to the Call Center Integrator as incomplete. Deliverables must be staggered for delivery in order to maximize review cycles. Deliverables submitted after their scheduled due date will be reviewed timely but are not subject to a ten day turnaround requirement.
 - c. An Issue Tracking Database will be created and maintained by the Call Center Integrator and used to record and track relevant issues and decisions that are being made concerning this project. The bidder must propose a working sample of such a tracking system.
 - d. The bidder will store the project work papers by task number that relates back to the system work plans. Project workbooks will also be created by the bidder to store work papers not related to a specific work plan task. All work papers will be stored on site at Department in either electronic or paper format. All work papers are the property of the Department.
 - e. All work in progress is considered property of the Department.

- f. The Department shall provide the Call Center Integrator with the use of the hardware and software necessary to accomplish the tasks outlined in this statement of work.
- g. All system changes shall be thoroughly tested before they are implemented.
- h. All system changes shall be accepted in writing by the Department before they are implemented.

E. DESCRIPTION OF PROJECT SERVICES

For the Interactive Voice Response (Call Center) Replacement Project, the DRE intends to award a contract to a Call Center System Integrator to assure that project success is achieved. DRE's Call Center System Integrator will provide the following project services to the DRE:

- Document the DRE call center functional, technical, implementation and support requirements.
- Prepare a call center system analysis model that identifies all technical and business requirements.
- Prepare a Software Design Document (SDD) to serve as a comprehensive software design model consisting of four distinct but interrelated activities: data design, architectural design, interface design, and procedural design.

The SDD will contain, as a minimum, the following documents:

- ✓ Data Design which describes structures that reside within the software. Attributes and relationships between data objects dictate the choice of data structures.
 - ✓ Architecture Design which uses information flow characteristics, and maps them into the program structure. Transformation mapping method is applied to exhibit distinct boundaries between incoming and outgoing data. The Data Flow (Call Flow) diagrams allocate control input, processing, and output along three separate modules.
 - ✓ Interface Design which describes internal and external program interfaces as well as the design of human interface. Internal and external interface designs are based on the information obtained from the analysis model.
 - ✓ Procedural Design which describes structured programming concepts using graphical, tabular, and textual notations. These design mediums enable the designer to represent procedural detail that facilitates translation to code. This blueprint for implementation forms the basis for all subsequent software engineering work.
- The SDD must be expressed in sufficient detail so as to enable developers and reviewers to understand the architecture, requirements, interfaces, dependencies, logical processes, sequences of events and actions, system responses, error handling, auditing, and logging,
 - Document a thorough comparison of call center platform vendors available from State contracts in contrast to each of the Department requirements as identified in the SOW. Identify the costs of each vendor solution including the costs for agent and technical resources for the solution to be successful.
 - Serve as the Department advocate in various State forums and represent the Department in matters relating to the implementation call center solution with the Department of Technology Services and any State mandated service provider.
 - Oversee the development, testing, integration, and implementation of the call center solution.
 - Identify, separately, the costs and resources for the call center integrator to develop and implement the DRE call center applications on a new call center platform.

- Manage the Call Center System Integrator and Call Center Platform consultants on the implementation of the new Call Center.
- Potentially develop the custom Call Center applications on the new Call Center Platform.

With the assistance of the Call Center System Integrator, DRE will define functional, technical, implementation, and support requirements of the new DRE Call Center system. Once the requirements have been developed, the remainder of the Call Center solution design will be developed by the Call Center System Integrator.

The Call Center System Integrator will analyze and evaluate vendor platforms available from State contracting mechanisms in accordance with defined evaluation criteria determined at the conclusion of the call center design. DRE will select the vendors that best meet the RFP requirements and provide the "best value" to the State. Call Center Platform Vendor proposals can include hosted and non-hosted solutions provided that they meet the DRE business requirements.

The Call Center System Integrator will be responsible for analyzing the tools and processes used by DRE. The Call Center System Integrator, working with the DRE, will be responsible for defining the Call Center application customization requirements through a gap analysis. The output of the gap analysis will be a Requirements Specification.

Using the Requirements Specification as a starting point, the Call Center System Integrator will work with DRE staff to define the detailed System Design that will determine the overall architecture of the new Call Center system. DRE staff from all affected areas will participate in the design sessions to ensure that all functional and technical needs are addressed and included in the System Design.

Using the Requirements Specification as a starting point, the Call Center System Integrator will work with DRE staff to design a new bilingual user interface for the DRE Call Center. The new design will take advantage of speech recognition and lessons learned from their existing Call Center design.

The System Design will be implemented by the Call Center System Integrator in collaboration with DRE and the Call Center Platform Vendor. Phasing of the development will be decided upon at this stage, lead by the Call Center System Integrator, with proper consideration given to addressing the desired time frames, costs, and potential project risks.

Using the requirements stipulated in the design, the Call Center System Integrator will be responsible to define project planning activities that will focus on resource requirements, technical and functional scoping, and time commitments of the project. The Call Center System Integrator will be required to develop and maintain the detail project schedule which identifies and maps out all major activities of the project.

The DRE project manager and Call Center System Integrator will provide independent verification and validation of the development effort by coordinating between DRE staff, the Call Center Platform Vendor, AT&T (current provider of the basic telephone service), and the Department of Technology Services (DTS). The Call Center System Integrator will provide corrective action plans and confirmation of objectives to DRE as part of this responsibility.

Testing of the new DRE system in a development environment will begin at DRE headquarters and will include unit, integration, system, performance, and user acceptance testing as well as any other testing procedures recommended by the Call Center System Integrator. The Call Center System Integrator will be responsible for the appropriate testing of the call center application to assure compliance with the design. In addition, development of test scripts, tracking and reporting of test results, and error resolution procedures are examples of the deliverables that the Call Center System Integrator is responsible for developing to assure design compliance of the Call Center Platform Vendor.

The Call Center System Integrator, working in collaboration with DRE staff and the Call Center Platform Vendor, will be responsible to identify early on in the project the training requirements and

knowledge transfer approach. Training and knowledge transfer activities for the DRE IT staff will occur throughout the project and will require a dedicated and focused effort on the part of the future DRE Call Center system administrator. The DRE IT staff will be trained on the functionality and technical assistance of the new DRE Call Center system so that they can be adequately prepared to support the Call Center application.

End-user training (e.g., Agents/Technicians who will still be receiving calls from the Call Center) will be conducted using training resources provided by the Call Center System Integrator. These training resources will also be responsible for the development of the training materials and the overall success of the training and knowledge transfer program.

F. PROJECT TASKS

In order to complete the Call Center Replacement Project tasks, the DRE requires the Call Center System Integrator to be knowledgeable and experienced in the area of open, standards based Call Center technologies. It also requires the Call Center System Integrator to not be tied to any particular Call Center Platform Vendor.

All activities listed are mandatory to complete when directed. If you believe the State has omitted an important activity or deliverable, include it in your bid with an estimate of hours. The State will determine whether it will add that activity, and subsequently amend the SOW and resubmit to all bidders participating in this solicitation.

The State also considers the Call Center System Integrator firm's professional writing skills, solicitation experience, and understanding of design and implementation of open, standards based Call Center Platforms to be key to the success of this project. The successful Call Center System Integrator shall not participate in bidding on the new DRE Call Center Platform, and must demonstrate that no conflict of interest exists that would impact that process.

In general, the Call Center System Integrator, in cooperation with and as requested by DRE, will:

1. Report to the DRE's Project Manager for ongoing direction and instructions related to the Call Center Replacement Project management tasks. (No specific deliverable.)
2. Coordinate/meet with the DRE Call Center Replacement Project Team and others as needed to complete task assignments and deliverables. (No specific deliverable.)
3. Develop a detailed project plan for review and approval by the DRE.
4. Research, analyze, and identify open, standards based Call Center platforms by evaluation of those available via State contracts.
5. Be responsible for developing a comprehensive and detailed Functional, Technical, Implementation, and Support Requirements document.
6. With DRE Call Center Replacement Project staff and business partners, conduct interview sessions, technical assessments, and other necessary research efforts to develop a comprehensive detailed System Design Document for the development and implementation of the new DRE Call Center system.
7. Utilize a requirements traceability process and software tool, which must be approved by the DRE. Requirements must be traced throughout the duration of the contract. The DRE requires that the traceability tool be software such as MS Access 2000 (or above) or MS Excel 2000 (or above).
8. Conduct oversight of any application development or service delivery outside of this agreement to help ensure systems deliver established business benefits as defined in the call center design and FSR within budget and on schedule.
9. Document the overall call Center system and application architecture in collaboration with DRE and the Call Center Platform Vendor.
10. Identify a high level plan for the development of the call center application components.

11. Document a thorough comparison of call center platform vendors available from State contracts in contrast to each of the Department requirements as identified in the SOW. Identify the costs of each vendor solution including the costs for agent and technical resources for the solution to be successful.
12. Serve as the Department advocate in various State forums and represent the Department in matters relating to the implementation call center solution with the Department of Technology Services and any State mandated service provider.
13. Provide IV&V services of any development outside of this agreement.
14. Identify, separately, the costs and resources for the call center integrator to develop and implement the DRE call center applications on a new call center platform.
15. If authorized, provide development services of all call center applications.
16. Develop and execute the overall test plan including testing approach.
17. Develop and execute the overall training plan that defines training requirements and knowledge transfer approach.
18. Provide testing, integration, and implementation of the call center solution.
19. In collaboration with the DRE project team, oversee the deployment of the new DRE Call Center system in the production environment.
20. Conduct user interface and speech science tuning of the speech enabled Call Center application.

G. DELIVERABLES

The following is a list of expected deliverables. Unless specifically excluded, the responsibility for the completion of the deliverables is that of the Call Center System Integrator. These deliverables will be due to the Interactive Voice Response (Call Center) Replacement Project's Project Manager by the SOW completion dates.

Task	Deliverable	Completion Date
1.0 Project Management Activities		
1.1 Prepare Project Management Plan	Call Center Replacement Project Plan including a project schedule.	Within first two (2) weeks of contract
1.2 Identify and Manage Project Risks and Issues	List of initial risks & issues to the Interactive Voice Response (Call Center) Replacement Project (risk/issue status reporting).	Within first four (4) weeks of contract
	Updated risk listing (new risks/issues and updated assessments of known risks/issues).	Ongoing
1.3 Routine Reporting of Project Status, Including Risks and Issues	Status report (including project progress monitored against the workplan schedule, risks and issues).	Weekly
	Ad hoc reporting.	As requested
2.0 Call Center Platform Vendor Analysis		
2.1 Detailed DRE Call Center Solution Requirements Document	Define DRE Call Center functional, technical, implementation and support requirements	TBD

Task	Deliverable	Completion Date
2.2 Requirements Traceability Process Description	Identify and rank functional, technical, implementation, and support requirements (mandatory vs. optional)	TBD
2.3 Call Center Platform Vendor Analysis Completion	Complete a Call Center Platform Vendor analysis as defined in the SOW.	TBD
2.4 DRE Advocacy	Serve as the Department advocate in various State forums and represent the Department's interest in matters relating to the implementation call center solution	TBD
3.0 Design, Development, Testing, and Training		
3.1 Specification Documentation Completion	Review and update the Requirements Document. Develop the User Interface Design.	TBD
3.2 Software Design Document	Develop the SDD.	TBD
3.3 Call Center Application Development Plan	Conduct detailed design of the Call Center application and develop a plan for the development	TBD
3.4 Call Center Application Development	As may be directed by DRE, develop the call center applications. Costs for deliverables satisfying this task must be clearly identified separately as it is the option of DRE to invoke a development clause.	TBD
3.5 Call Center Application Development Oversight	Should development be mandated to the Call Center Platform Vendor, provide verification and validation services including an assessment, analysis, evaluation, review, inspection, and testing of software products and processes. IV&V responsibilities include assessing the software quality assurance in the context of the system, including the operational environment, hardware, interfacing software, operators and users.	TBD
3.6 Call Center Solution Test Completion	Conduct unit, system/integration, load, and performance testing. Assist the DRE in user acceptance testing.	TBD
3.7 DRE End-User and IT Staff Training Completion	Conduct or oversee DRE end-user and IT staff training.	TBD
3.8 Knowledge Transfer Acceptance	Formal acceptance by DRE that knowledge transfer has been met such that system can be deployed in production and supported by DRE staff	TBD
4.0 System Deployment		

Task	Deliverable	Completion Date
4.1 Deployment of Call Center Solution in Production Environment	Oversee and acknowledge in writing that all components of the new DRE Call Center system are implemented in the production environment. If the role of V&V has been invoked, assure design compliance is achieved.	TBD
4.2 Conduct system tuning of the Call Center solution	Conduct system tuning to optimize system performance.	TBD
4.3 Final Acceptance of the new DRE system	DRE completes the final acceptance of the new DRE system	TBD

H. ACCEPTANCE OF DELIVERABLES

The Call Center System Integrator agrees to meet all the time-lines and deliverable dates specified by the State in Section G, Deliverables, above.

The Call Center System Integrator is responsible for creating the outlines of all deliverables and gaining concurrence from the DRE Project Manager before starting the creation of the deliverable contents.

The Call Center System Integrator and DRE Project Manager will schedule the review and approval for each deliverable.

Acceptance by the Department is required for each deliverable of the project. Acceptance shall not be deemed to occur for each deliverable of the project and no fees or other charges will be paid by the Department until the Department confirms in writing that the work provided has met the requirements of the Statement of Work and is accepted by the Department. If the Department determines that the work fails to conform to and perform in accordance with the Statement of Work or otherwise fails to perform in accordance with the requirements of this RFO-ITS and specifications, the Department shall send to the Call Center Integrator a written statement of the errors or discrepancies found. The Department will have the option to cancel that portion of the contract.

All deliverables shall meet the standards, terms, and conditions set forth in this statement of work. Due dates shall be expressed in terms of work days elapsed after the contract award. The Department shall have 10 workdays, or a mutually agreed upon time that shall be reflected in the project plan, to complete the review of each deliverable media and accept or reject the deliverable in writing. The Call Center Integrator shall have 10 workdays, or a period mutually agreed upon and that is incorporated in the project plan, to correct the rejected deliverable and return it to the Department. The Call Center Integrator's accepted deliverable schedule shall apply for all deliverables unless changed by the contracting officer.

I. CALL CENTER SYSTEM INTEGRATOR REPORTING

The Call Center System Integrator will prepare routine written status reports in MS Word 2000 format, or a compatible product, for the DRE's Project Manager, detailing the current status and future activities. DRE will provide the status report format for the Call Center System Integrator to use. Status reports are not considered deliverables under the terms of this Contract. The submittal requirements of the status report will be agreed upon between DRE and the Call Center System Integrator and dependent upon the level of project related activities underway. The frequency will not be more than one month and not less than one week.

In addition, if requested, the Call Center System Integrator shall participate in periodic briefings for the DRE's executive management or in other State forums, as deemed appropriate by the DRE.

J. PROJECT SCHEDULE

Estimate Project Start Date:	TBD
Estimate Project Completion Date:	TBD

DRE RFO # 1002

Attachment B– STD 213 for IT Goods and Services Only

Download the Standard Agreement for IT Goods/Services Only (STD 213) from the following the website.

<http://www.documents.dgs.ca.gov/pd/modellang/std-213.pdf>

DRE RFO # 1002

Attachment C– Bidder Instructions (GSPD-451)

BIDDER INSTRUCTIONS

1. DEFINITIONS:

- a. "Bid" means an offer, made in response to a solicitation to perform a contract for work and labor or to supply goods at a specified price, whether or not it is considered a "sealed bid" or results in award of a contract to a single or sole source.
- b. "Bidder" means a supplier who submits a bid to the State in response to a solicitation.
- c. "Solicitation" means the process, by whatever name known or in whatever format used, of notifying prospective bidders that the State wishes to receive bids for furnishing goods or services.
- d. "Supplier" means a business entity, bidder, offeror, vendor or contractor.

2. SUBMISSION OF BIDS:

- a. Bids must be hand delivered or sent via U.S. Mail or common carrier unless another method (e.g., facsimile) is specifically authorized in the solicitation.
- b. Where a "sealed" bid is required, each bid shall be separately sealed inside an envelope and must be signed and received by the closing time and date specified, and on the forms furnished by the State to be considered for award. The State reserves the right to consider authorized facsimile bids as properly "sealed" if received prior to the closing time specified, provided that a signature is shown on the facsimile.
- c. The bidder is solely responsible for ensuring that the full bid is received by the State in accordance with the solicitation requirements, prior to the date and time specified in the solicitation, and at the place specified. The State shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or misdelivery.
- d. If facsimile transmission of the bid is acceptable, and the bidder chooses to transmit their bid via facsimile, the bidder understands and agrees that the State will consider only those portions of the bid received prior to the closing time specified; any pages received after that time will not be considered.
- e. If no time for receipt of bids is specified in the solicitation, the bid shall be due by the close of the business day on the date indicated. Close of the business day shall be 5:00 p.m. All times are Pacific Standard Time (PST)/Pacific Daylight Time (PDT).
- f. Generally, sealed bids will be opened and read on the due date unless another date and time is specified in the solicitation or any addendum thereto.
- g. Bids received after the time stated will be considered nonresponsive.

3. SOLICITATION ADDENDUM (ADDENDA):

- a. If a supplier received this solicitation through some means other than being a prequalified supplier on the State's bidders list, it is the responsibility of the supplier to advise the buyer of its intention to provide a bid so that addenda or other correspondence related to the solicitation will be sent to the supplier.
- b. In the event that the solicitation is revised by an addendum, supplier shall submit the original solicitation and any addenda that the buyer requires be submitted. c) Price(s) offered shall reflect all addenda issued by the State. Failure to do so will permit the State to interpret the bid to include all addenda issued in any resulting contract.

4. PRICES:

- a. All prices and notations must be printed in ink or typewritten.
- b. Unit prices may not be more than four (4) places to the right of the decimal point. For example, a unit price of \$.56726 each, would exceed this limitation. Unit prices which exceed this limitation will automatically be truncated to the fourth decimal place for both evaluation and award purposes. Using the example just cited, the "6" at the end of the unit price would be truncated (i.e., dropped off) leaving a unit price of \$.5672 each.
- c. An error in the bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain arithmetic corrections. In determining if a correction will be made, the State will consider the conformance of the bid to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.
 - i. If the bidder's intent is clearly established based on review of the complete bid submittal, the State may at its sole option correct an error based on that established intent.
 - ii. The State may at its sole option correct obvious clerical errors.
 - iii. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the "Extension" price by the quantity of the item.

- 5. CASH DISCOUNTS:** The State encourages bidders to offer cash discounts for prompt payment, however, unless provided elsewhere in the solicitation, cash discounts offered by bidders for the prompt payment of invoices will not be considered in evaluating offers to determine the successful bidder for award of any resulting contract.

- 6. INSPECTION OF SOLICITATION DOCUMENTS:** Supplier shall carefully review all documents referenced and made a part of this solicitation to ensure that all information required to properly respond to the solicitation has been received or made available and all requirements are priced in the bid. Failure to examine any document, drawing, specification, or instruction will be at the supplier's sole risk.

- 7. BRAND NAMES:** Any reference to brand names and/or numbers in the solicitation is intended to be descriptive, but not restrictive, unless otherwise specified. Bids offering equivalent items meeting the standards of quality

specified may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the referenced brand. Unless bidder specifies otherwise, it is understood that the bidder is offering a referenced brand item as specified in the solicitation. The State reserves the right to determine whether a substitute offer is equivalent to and meets the standards of quality indicated by the brand name references, and the State may require the supply of additional descriptive material and a sample.

8. **EVALUATION OF BIDS:**

- a. Where more than one line item is specified in the solicitation, the State reserves the right to determine the lowest responsible bidder, either on the basis of individual items, combination of items as specified in the solicitation, or on the basis of all items included in the solicitation, unless otherwise expressly provided.
- b. Unless otherwise specified in the solicitation, the State may accept any item or combination of items as specified in the solicitation, of any bid unless the bidder expressly objects and conditions its response on receiving all items for which it provided a bid. In the event that the bidder so objects, the State may consider the bidder's objection and evaluate whether the award on such basis will result in the lowest price to the State or may determine in its sole discretion that such an objection is non-responsive and renders the bidder ineligible for award.
- c. All other criteria to be used in evaluating bids will be identified elsewhere in the solicitation.

9. **CONFLICT OF INTEREST:**

- a. Current State Employees (PCC Section 10410):
 - i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b. Former State Employees (PCC Section 10411):

For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- c. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

10. **JOINT BIDS:** A joint bid submitted by two or more bidders participating jointly in one bid may be submitted and each participating bidder must sign the joint bid. If a contract is awarded to bidders who furnished a joint bid, it shall be deemed one indivisible contract. Each such joint contractor will be jointly and severally liable for the performance of the entire contract, and the joint contractors must designate, in writing, one individual having authority to represent them in all matters relating to the contract. The State assumes no responsibility or obligation for the division of orders or purchases among joint contractors.

11. **SAMPLES TO DETERMINE RESPONSIVENESS TO TECHNICAL REQUIREMENTS FOR PURPOSES OF AWARD:**

- a. Samples of items, when required by the State, must be furnished free of expense to the State, unless otherwise provided.
- b. Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the State.
- c. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the State to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the State as indicated by the manufacturer and model number specified in the solicitation.
- d. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at bidder's expense.
- e. Samples may be required prior to award. If requested, such samples must be delivered to the address specified and within the timeframe identified in the notification. Failure to submit samples as specified may be grounds for rejection.

12. **SPECIFICATION CONCERNS:**

- a. In the event a supplier believes that the State's solicitation is unfairly restrictive, ambiguous, contains conflicting provisions or mistakes or in the supplier's experience any resulting contract would be commercially impractical to perform, the matter should be promptly brought to the attention of the buyer identified in the solicitation, either by telephone, letter or visit, immediately upon receipt of the solicitation, in order that the matter may be fully considered and appropriate action taken by the State prior to the closing time set to receive bids.
- b. Unless otherwise specified, failure by any supplier to raise any concern relating to the solicitation requirements within at least two (2) working days prior to the bid close date, will be deemed a waiver of the supplier's right to protest any decision for contract award relating to the solicitation's requirements.

13. **VALIDITY OF BID:** Unless specified elsewhere in the solicitation, bidder's bid shall be valid for forty-five (45) days following the date the response is due.

14. **MISTAKE IN BID:** If prior to contract award, a bidder discovers a mistake in their bid which renders the bidder unwilling to perform under any resulting contract, the bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the State's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the State may consider permitting withdrawal of specific line item(s) or combination of items.
15. **STATE'S RIGHTS:**
 - a. The State reserves the right to modify or cancel in whole or in part its solicitation at any time prior to contract award.
 - b. The State reserves the right to reject any or all bids if the State determines that a bidder's bid was non-responsive to the solicitation requirements and to waive informalities and minor irregularities in bids received.
 - c. The State reserves the right to reject any or all bids if the State determines that a bidder is not a responsible supplier.
16. **UNFAIR PRACTICES ACT AND OTHER LAWS:** Supplier warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable State and Federal laws and regulations.
17. **VIOLATION OF AIR OR WATER POLLUTION LAWS:**
 - a. Unless the contract is less than \$10,000 or with a sole source supplier, Government Code Section 4477 prohibits the State from contracting with a person, including a corporation or other business association, who has been determined to be in violation of any state or federal air or water pollution control law.
 - b. Prior to an award, the State shall ascertain if the intended awardee is a person included in notices from the Boards. In the event of any doubt of the intended awardee's identity or status as a person who is in violation of any state or federal air or water pollution law, the State will notify the appropriate Board of the proposed award and afford the Board the opportunity to advise the State that the intended awardee is such a person.
 - c. No award will be made to a person who is identified either by the published notices or by advice, as a person in violation of state or federal air or water pollution control laws.
18. **NON-DISCRIMINATION TOWARD WTO GPA SIGNATORIES:** Any contract resulting from this solicitation in excess of \$500,000 is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA). All bidders offering products or services of countries that are signatories to the WTO GPA and that have agreed to cover reciprocal subcentral coverage under the WTO GPA will be accorded nondiscriminatory treatment in the award of contracts under this solicitation. These countries currently include the member states of the European Union (Austria, Belgium, Denmark, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, Netherlands, Portugal, Spain, Sweden, and the United Kingdom), Aruba, Hong Kong, Singapore, Israel, Japan, Korea, Liechtenstein, Norway, and Switzerland.
19. **INDEPENDENCE OF BID:** Unless supplier is furnishing a joint bid, by submitting this bid, bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
20. **BID EVALUATION PREFERENCES:** In evaluating bids, the State will give preferences in accordance with the law for suppliers who are a California certified Small Business. If the bidder claims preferences under the Enterprise Zone Act (EZA), Target Area Contract Preference Act (TACPA) and Local Agency Military Base Recovery Area (LAMBRA) Act, the bidder must complete and return the appropriate forms incorporated in the solicitation. Preferences may also be given for bidders using recycled products in accordance with Public Contract Code Sections 10408 and 12150 et seq. Where multiple preferences are claimed, the State will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.
21. **PROTESTS:** The Department of General Services, Procurement Division, has appointed a Protest Coordinator to serve as the primary point of contact for handling: (1) initial protests of solicitation requirements as allowed for in Public Contract Code (PCC) Section 12102(h); (2) protests of proposed awards for commodities (PCC Section 10306) and information technology goods and services (PCC Section 12102[h]); and 3) the Alternative Protest Pilot Project process (PCC Section 12125 et seq.). A Vendor Advocate has been established in accordance with PCC Section 10300 as a resource to protesting bidders seeking assistance and information. Contact the buyer or contact the Procurement Division at (916) 445-2500 for assistance.
22. **AMERICANS WITH DISABILITY ACT (ADA):** To comply with the non-discrimination requirements of the ADA, it is the policy of the State to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you may contact the buyer listed elsewhere in this solicitation.
 - a. If the contracting agency issuing this solicitation is an agency other than the Department of General Services, Procurement Division, the telephone numbers for TTY/TDD (telephone device for the deaf) or California Relay Service Numbers will be provided elsewhere in this solicitation.
 - b. If the agency issuing this solicitation is the Department of General Services, Procurement Division, you may also contact the Procurement Division at (916) 445-2500 (main office), or contact the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service Numbers, as follows:
 - Procurement Division TTY:
Sacramento Office: (916) 322-7535
Fullerton Office: (714) 773-2093
 - California Relay Service:
Voice: 1-800-735-2922 or
1-888-877-5379

State of California
Department of Real Estate

TTY: 1-800-735-2929 or
1-888-877-5378
Speech to Speech: 1-800-854-7784

Note: To ensure that we can meet your need, it is best that we receive your request for reasonable modification at least 10 working days before the scheduled event or the due date for procurement documents.

<http://www.pd.dgs.ca.gov/modellang/gspd451.htm>

DRE RFO # 1002

Attachment D– GSPD-401-IT

Download the IT General Provisions from the following the website.

<http://www.pd.dgs.ca.gov/modellang/GeneralProvisions.htm>

DRE RFO # 1002

Attachment E – Payee Data Record, STD. 204

The successful bidder as a result of this RFO-ITS will be required to sign the Payee Data Record, STD. 204, before contract award. Refer to the following website link for more details:

<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>

DRE RFO # 1002

Attachment F - California Disabled Veteran Business Enterprise Program Requirement Packet

The Call Center Integrator's response to this solicitation must contain the completed forms depending on the option chosen for DVBE participation.

<http://www.documents.dgs.ca.gov/pd/delegations/STD840.doc>

DRE RFO # 1002

Attachment G – Bidder Declaration Form

All Call Center Integrators must complete the Bidder Declaration GSPD-05-105 and include it with the bid response.

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

DRE RFO # 1002
Exhibit 1 – Cover Sheet Example

The submission of this Offer does not obligate the Department of Real Estate to fund the proposed contract. If the Offer is approved for funding, a contract will be executed between the State of California and the bidder. When funding is authorized, the bidder will be expected to adhere to the terms of the executed contract.

The undersigned bidder hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the RFO-ITS.

1. Full Legal Name of Bidder's Organization:

2. Mailing Address:

Street City State Zip

Telephone FAX Email

3. Federal Taxpayer Identification Number: _____

4. Principal who is authorized to bind the bidder:

Typed Name Title

Original Signature Date

5. Bidder's contact person shall be: _____
(Name and Phone Number)

DRE RFO # 1002

Exhibit 2 – Cost Worksheet Example

Submission of this information is mandatory.

CMAS CLASSIFICATION	TASKS/DELIVERABLES	RATE/HR (\$)	Discounted Rate/HR (\$)	TOTAL HOURS	COST (\$)

GRAND TOTAL



\$ _____

DRE RFO # 1002

Exhibit 3 – References Example

Submission of this exhibit is mandatory. References must be previous customers.

REFERENCE 1		
Name of Firm		
Street Address		
City	State	Zip Code
Contact Person	Telephone Number	
Email		
Dates of Service	Value or Cost of Service	\$
Brief Description of Service Provided		

REFERENCE 2		
Name of Firm		
Street Address		
City	State	Zip Code
Contact Person	Telephone Number	
Email		
Dates of Service	Value or Cost of Service	\$
Brief Description of Service Provided		

REFERENCE 3		
Name of Firm		
Street Address		
City	State	Zip Code
Contact Person	Telephone Number	
Email		
Dates of Service	Value or Cost of Service	\$
Brief Description of Service Provided		

DRE RFO # 1002
Exhibit 4
Proposed CMAS Best Value Selection - Page 1

The overall responsiveness of each RFO response is based on a complete response from the Call Center System Integrator to the RFO requirements, including the scope of work for the project. Review of the RFO responses will include the following:

1. Administrative Requirements

RFO submitted on time	Yes	_____	No	_____	
Small Business Participation*	Yes	_____	No	_____	N/A _____
DVBE Preference*	Yes	_____	No	_____	N/A _____
Cost Worksheet Completed	Yes	_____	No	_____	
Copy of Entire CMAS Contract Submitted	Yes	_____	No	_____	
Project Schedule Submitted	Yes	_____	No	_____	
Résumés for Proposed Individuals Submitted	Yes	_____	No	_____	
References Provided	Yes	_____	No	_____	

*Preferences are not used for CMAS proposals.

Customers identified in the References (Exhibit 3) may be contacted. The customers will be interviewed in areas such as: compliance with provisions of the contract; timeliness of project completion; and success factors. Each customer will be posed a specific set of questions and their responses documented. Negative responses from customers may be cause for rejection of the response/offering.

If the Call Center System Integrator has previously contracted with and performed services for the State, the DRE will contact the Department of General Services to review Contractor Evaluation Reports.

2. Scope of Work Requirements

(See page 2 of Exhibit 4, CMAS Best Value Selection.)

3. Grand Total Cost

Grand Total Cost from Exhibit 2, Cost Worksheet: \$ _____

DRE RFO # 1002
Exhibit 4
Proposed CMAS Best Value Selection - Page 2

Scope of Work Requirements

Completeness: Do the tasks identified support the complete Scope of Work requirements?
References. Did the Call Center System Integrator include references from previous projects, which are similar in nature to the work outlined in this RFO?
Practicality. Is the Call Center System Integrator's approach practical within the current DRE environment?
Résumés. Do the résumés for each staff person proposed for the project teams provide adequate experience/knowledge to support the Scope of Work?
Project Cost Completeness: Does the Cost Worksheet include all costs required for the completion of the project, including all tasks/deliverables and applicable subcontractors?
Project Work Plan: Does the work plan for each task, including a description of subtasks adequately support the Scope of Work?
Project Schedule: Does the project schedule meet the required timeframes for completing the tasks/deliverables identified in the Scope of Work?
Key Personnel Desirable Qualifications Does the consultant have any experience as described in Section F, Project Tasks?
Hourly Rate and Total Dollar Amount of Offering

Exhibit 5 – Confidentiality Statement

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to RFO-ITS Offer No. 1002, Information Technology Infrastructure Replacement Project or in conjunction with any contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and that all copies or derivations of the materials will be physically and/or electronically destroyed. I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and derivations. Failure to so comply will subject this company to liability, both criminal and civil, including all damages to the State and third parties. I authorize the State to inspect and verify the above.

I warrant that if my company is awarded the contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

(Signature of representative)

(Date)

(Typed name of representative)

(Typed name of company)